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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 3rd April 2025

No. 505048-HII(2)-2025/5285.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **105/2020** dated **05.02.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

PRESIDENT/GENERAL SECRETARY, CHANDIGARH CLUB EMPLOYEES UNION,
SECTOR 1, CHANDIGARH (Workman)

AND

THE CHANDIGARH CLUB, SECTOR 1, CHANDIGARH THROUGH ITS PRESIDENT..
(Management).

AWARD

1. Vide Endorsement No.13/1/9759-HII(2)-2020/14844 Dated 14.12.2020 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 16.06.2018 raised by the President / General Secretary, Chandigarh Club Employees Union (*hereinafter referred "Union"*) upon The Chandigarh Club, Chandigarh (*hereinafter in referred "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*hereinafter in short referred "ID Act"*) in following words :-

"Whether the demand raised in the demand notice dated 16.06.2018 by President/General Secretary, Chandigarh Club Employees Union, Sector 1, Chandigarh AND The Management of The Chandigarh Club, Sector 1, Chandigarh (through its President) are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

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2. Upon notice, the union appeared through its Representative Shri Subhash Talwar. Statement of claim was filed on 15.11.2021. Briefly stated the averments of claim statement are that the Union is registered and recognised Union. The Union represent all and entire class of workers, working in Chandigarh Club Limited. The Union in its Executive Committee meeting held on 20.05.2018, unanimously resolved to serve upon the management a demand notice incorporating the demand of placement of employees in next category/class taking into consideration their length of service in these categories/classes, as per notification of the Chandigarh Administration, Labour Department. In the meeting Shri Desh Raj Bharti - President and Shri Raje Singh - General Secretary of the Union were authorised to serve upon the management demand notice with their signatures. It was further resolved and authorised Shri Subhash Talwar, Vice-President of the Union to represent Union before the Authorities such as Club Authorities, Conciliation Officer and Labour Court-cum-Tribunal, U.T. Chandigarh. Copy of Resolution dated 20.05.2018 is enclosed vide Annexure 'A'. The employees whose name, designation, date of appointment and wages, they were getting as on 20.05.2018, is given in Annexure 'B'. The Chandigarh Administration, Labour Department notifies the Minimum Rates of Wages for all the categories/classes of employees working in Club and other schedule employment. The categories are as under :-

- Un-skilled
- Semi-skilled-II
- Semi-skilled-I
- Skilled-II
- Skilled-I
- Highly Skilled
- Class-III (staff)
- Class-II (staff)
- Class-I (staff)

The wages payable is linked with the cost of living index (VDA) which is notified after every six months by the Chandigarh Administration, Labour Department, U.T. Chandigarh for industrial workers, Chandigarh Circle.

General Clauses :-

- i. The minimum wages shall be the basic rate of wages.
- ii. Classification or categories of employee shall be as specified defined in Clause 20 of the Minimum Wages Act. Similar nature of work shall fall in a particular classification or category. In case of any difference of opinion about the category or classification of an employee, the decision of Authority appointed under Section 20(1) of the Minimum Wages Act, shall be final.
- iii. An employee who has worked for 5 years in a particular category / class of employees shall be paid wages of the immediately next higher category / class and for 10 years in the same category

shall be paid wages immediate second next higher category / class and so on for each block of 5 years. No employee at a time will cross the wages of next higher category / class i.e. skill in one step, irrespective of the number of years of the service he might complete in existing skill, category / class. No employee shall be entitled to more than three steps increase in his total service life; even that employee might work continuously for more than 15 years in the same category / class. If there exist no higher category / class for an employee shall be given increase of ` 200/- in month in his wages on completion of each block of 5 years, subject to maximum of three in service life and one at a time (Annexure 'C').

It is further averred that for realisation of the demands, the Union served upon the management a demand notice dated 16.06.2018. The management neither denied the contents of the demand notice nor accepted the just and genuine demand of the workers. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The management did not appear before the Conciliation Officer, U.T. Chandigarh. Prayer is made that the entire employees (Annexure 'B') shall be placed and given the scale of next higher category / class taking into consideration their length of service in that particular category / class from the date of their appointment in the establishment. They shall also be paid arrears of next category / class from the date of their placement in the next category.

3. On notice, management contested the claim statement by filing written statement on 12.07.2023 wherein preliminary objections are raised on the ground that reference / statement of claim is not maintainable. The claim has not been filed by a proper and competent person. The claimant-union as well as President is not duly authorised, proper and competent person to raise the dispute / filed a claim. There is no cause of action available or subsisting either to the Union or to the workmen named in the list Annexure 'B' to raise the present dispute and to file the present claim. The workmen named in the list Annexure 'B' are false, frivolous, manipulated and are not specific qua each workman and their respective claims. In the facts and circumstances of the case, the claim qua dispute ought to have been filed by the individual workmen and not by the Union. The dispute / claim is completely evasive and sweeping and not specific. Individual dispute with respective individual claim ought to have been filed in the matter. The claimant-union has concealed the material facts from this Court and as such is not entitled to any relief. The dispute/claim is barred by limitation.

4. Further on merits, all the averments / contents of claim statement i.e. Para 1 to Para 5 are admitted as matter of record. It is further submitted that neither any registration certificate nor any bye-laws of the Union have been filed with the claim statement. Neither any resolution nor any minutes of meeting have been annexed with the claim statement. The claim statement has not been filed by a duly authorised and competent person. The list of employees Annexure 'B' is wrong, incorrect, false and frivolous. Manipulated facts and figures have been given in the list. Several employees in the list have either resigned or retired and are no longer in the employment of the Club. The list is not specific qua respective claims of the employees. Most of the employees have already availed the benefits and cause qua them does not exist. The list Annexure 'B' is neither certified nor verified. The claimant-Union is required to put strict proof of each employee named in the list Annexure 'B' qua their individual, specific and respective claims in the matter. The demands / claim of the Union / Workers are neither just nor genuine. In fact, no cause subsists to file the present claim and/or to raise the present dispute either to the claimant-Union or to the workers named in the list Annexure 'B'. Prayer is made that statement of claim may be dismissed and reference may be declined / rejected in the interest of justice. Note is given to the effect that in the facts and circumstances of the present case, the reply as submitted above is not exhausted. Management reserves its right to raise, add, delete, amend and/or modify the same at any time during the course of proceedings in the present lis and is without prejudice to the application date 13.02.2023 for supply of better particulars.

5. It is pertinent to mention here that the management's application for better particulars was dismissed by this Court vide detailed Order dated 12.07.2023. The relevant portion of the order dated 12.07.2023 is reproduced as below :-

"At this stage, the management failed to controvert the fact that 215 workers named in Annexure-B were employees of the management/Chandigarh Club Ltd. Thus, the service/employment record of the said employees is strided to be in possession of the employer i.e. Chandigarh Club Ltd. In Antriale-B the name, designation, date of appointment and monthly wages of each employee are mentioned.

In view of the reasons recorded above, the present application is dismissed being devoid of merits."

6. The Union filed replication dated 10.10.2023 wherein the contents of the written statement except admitted facts, were denied as wrong and averments of claim statement were reiterated. From the pleadings of parties following issues were framed vide order dated 10.10.2023 :-

1. Whether the demand raised in the demand notice dated 16.06.2018 by the Workers Union are genuine and justified ? If so, to what effect and to what relief the Worker Union/ Workman is entitled to, if any? OPW (workers union)
2. Whether the present reference / statement of claim is not maintainable? OPM
3. Relief.

7. In evidence Union examined AW1 Desh Raj Bharti who tendered his affidavit Exhibit 'AW1/A' along with copies of documents Exhibit 'W1' and Exhibit 'W2'.

Exhibit 'W1' is copy of registration certificate of Employees Union.

Exhibit 'W2' is copy of resolution dated 20.05.2016.

8. On 03.07.2024, Learned Representative for the Union closed evidence in affirmative.

9. On the other hand, management examined MW1 Major Singh, Additional Secretary, Chandigarh Club Limited, who tendered his affidavit vide Exhibit 'MW1/A'. On 10.10.2024, Learned Representative for the management closed oral evidence and on 31.01.2025 closed documentary evidence.

10. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

Issues No. 1 & 2 :

11. Both these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

12. Onus to prove issue No.1 is on the Union and onus to prove issue No.2 is on the management.

13. To support the demands raised in the demand notice dated 16.06.2018, Learned. Representative for the Union referred the testimony of AW1 Desh Raj Bharti, who vide his affidavit Exhibit 'AW1/A' deposed the averments of clam statement in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' and Exhibit 'W2'.

14. On the other hand, Learned Representative for management referred the testimony of MW1 Major Singh who vide his affidavit Exhibit 'MW1/A' deposed the entire contents of written statement which are not reproduced here to avoid repetition.

15. Learned Representative for the Union argued that the Union has filed the present statement of claim, through Desh Raj Bharti, President of Union and Shri Raje Singh - General Secretary of the Union raised the following demands on behalf of the workers union :-

- i. The minimum wages shall be the basic rate of wages.
- ii. Classification or categories of employee shall be as specified defined in Clause 20 of the Minimum Wages Act. Similar nature of work shall fall in a particular classification or category. In case of any difference of opinion about the category or classification of an employee, the decision of Authority appointed under Section 20(1) of the Minimum Wages Act, shall be final.
- iii. An employee who has worked for 5 years in a particular category / class of employees shall be paid wages of the immediately next higher category / class and for 10 years in the same category shall be paid wages immediate second next higher category / class and so on for each block of 5 years. No employee at a time will cross the wages of next higher category / class i.e. skill in one step, irrespective of the number of years of the service he might complete in existing skill, category / class. No employee shall be entitled to more than three steps increase in his total service life; even that employee might work continuously for more than 15 years in the same category / class. If there exist no higher category / class for an employee shall be given increase of ₹ 200/- in month in his wages on completion of each block of 5 years, subject to maximum of three in service life and one at a time.

16. On the other hand, Learned Representative for the management argued that the alleged Union is not competent to raise any demand as neither any registration certificate nor any bye-laws of the Union have been filed with the claim statement. Neither any resolution nor any minutes of meeting have been annexed with the claim statement. It is further argued by Learned Representative for the management that Desh Raj Bharti /AW1 alleged that he is President of the Chandigarh Club Employees Union since year 2011 till date. It is alleged in the claim statement that Union in its Executive Committee meeting held on 20.05.2018 unanimously resolved to serve upon the management a demand notice and in the meeting Shri Desh Raj Bharti, President and Shri Raje Singh, General Secretary of the Union were authorized to serve demand notice upon the management. It is further argued by Learned Representative for the management that neither the record of election of the Union nor the record of minutes of meeting are proved into evidence by the Union. To support his arguments, Learned Representative for the management referred cross-examination of AW1 Desh Raj Bharti, wherein he stated that the Union maintains the record of minutes of meeting by recording the same in the proceeding book. The record of election is also mentioned in the proceeding book. He has not brought the proceeding book incorporating the record of election of the Union from year 2016 onwards. He has appeared on behalf of the Union being President as well as one of the claimants in the present case. He has no office, therefore, the record of the Union is in possession of different office bearers of the Union. He cannot produce the proceeding book as well as the record of the election of the Union from year 2016 onwards. AW1 denied the suggestion as wrong that he is intentionally and deliberately not producing the proceedings book as well as the election record as the same was never held and he is not duly authorized and competent person to file the present claim in the capacity of the President.

17. From the above arguments advanced by Learned Representative for the management and from the cross-examination of AW1 referred by him, it comes out that management has challenged the competence of Desh Raj Bharti as President of the Union. To my opinion, there is no reason to deny that Desh Raj Bharti is the President of Union w.e.f. year 2011 till date. The copy of registration certificate of the Union Exhibit 'W1' and copy of resolution dated 20.05.2018 Exhibit 'W2' authorising Desh Raj Bharti - President of the Union and Raje Singh - General Secretary of the Union to raise demand notice on behalf of the Union, was not objected to on the ground of mode of proof or admissibility, when the same were tendered into evidence. Besides, the admission is the best piece of evidence. MW1 Major Singh, Addl. Secretary of Chandigarh Club when put to cross-examination stated that there is only one Chandigarh Club Employees Union in the Chandigarh Club of which Shri Desh Raj Bharti is the President. The President of the Chandigarh Club Employees Union issued letter under his signatures to the management. MW1 admitted as correct that Shri Desh Raj Bharti is the President of Chandigarh Club Employees Union from quite long time. Whenever, Shri Desh Raj Bharti being President of the Chandigarh Club Employees Union, approached the management of Chandigarh Club, he never objected on the ground that he is not President of Union. From the aforesaid version of MW1, it is proved that identity of AW1 Desh Raj Bharti as President of Chandigarh Club Employees Union is admitted by the management.

18. MW1 in his cross-examination states that in Para 2 of his affidavit / Exhibit 'MW1/A' he has mentioned that the claim has not been filed by a proper and competent person. MW1 further stated that he has raised the said objection on the ground that elections of the Chandigarh Club Employees Union have not been held since long. To my opinion, as far as election of the office bearers of Chandigarh Club Employees Union is concerned, the office bearer(s) may be elected either by voting process or by unanimous decision. In this case, AW1 Desh Raj Bharti when put to cross-examination recorded on 03.07.2024 stated that he is President of Chandigarh Club Employees Union since year 2011 till date. Election of Chandigarh Club Employees Union is held every year. From 2011 till date the election has been held for 12 times. Every time the President was elected by unanimous decision and the votes were not casted. The result of the election is intimated to the management of the Club as well as the Labour Department. The aforesaid version of AW1 is strengthened by the management's witness MW1, who in his cross-examination stated that no worker of the Club ever raised any objection before the management of the Chandigarh Club that election of the Employees Union are not held and Shri Desh Raj Bharti is not competent as President. MW1 admitted as correct that on electing President and other office bearers of the Employees Union, the Employees Union give written intimation to the management and the management acknowledged the same. From the aforesaid version of AW1 and MW1, it is duly proved that Desh Raj Bharti is elected President by the unanimous decision of the Chandigarh Club Employees Union w.e.f. year 2011 till date. Thus, Shri Desh Raj Bharti being President of the Chandigarh Club Employees Union is duly competent to raise demand on behalf of the Chandigarh Club Employees Union.

19. Now coming to the service of demands raised by the Workers Union in the demand notice dated 16.06.2018, it is the case of the Union that they served demand notice dated 16.06.2018 along with list of 215 workers -Annexure 'B', to the management. The above plea of the Union is not disputed by the management. In this regard, MW1 in his cross-examination admitted as correct that along with the demand notice dated 16.06.2018, the list of 215 workers/Annexure-B, mentioning their designation, date of appointment and wages was enclosed. MW1 further states that in the proceedings before Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh and before this Court, the management never took the plea that name, designation and date of appointment and wages of any of the workers mentioned in the list Annexure B is incorrect.

20. Learned Representative for the management argued that the present claim statement is not maintainable under Section 2(k) of the ID Act. To support his argument, Learned Representative for the management referred cross-examination of MW1, wherein he stated that claim statement would have been maintainable in case it was filed individually by each worker. To my opinion, the aforesaid argument averred by Learned Representative for the management is devoid of merits because from list of workers Annexure 'B', which is part of demand notice dated 16.06.2018, it is made out that a considerable section of employees of Chandigarh Club have a common cause, and they espoused their demands through President and General Secretary and the Chandigarh Club Employees Union, which is a Union recognised by the Chandigarh Club. The Chandigarh Club Employees Union is a representative body of the workmen. Since substantial number of workmen have a collective dispute, against the management, therefore, it would be unnecessary to multiply cases, when appreciable number of workmen (i.e. 215 in the present case) have common demands against the management-employer. The definition of 'industrial dispute' in Section 2(k) of the ID Act show that an industrial dispute means any dispute or difference between an employers and employers, between employer and workmen or between workman and workman, which is connected with the employment or non-employment or the term of the employment or with the condition of labour, of any person. Learned Representative for the management argued that few employees of the Chandigarh Club are not competent to authorise the Union to raise demand notice. To my opinion, the aforesaid argument advanced by Learned Representative for the management is devoid of merits because the phrase 'the Union' indicates the Union to which the employee belongs even though it may be a Union of a minority of the workmen. In view of the discussion made above, the demand notice dated 16.06.2018 and the present claim statement filed by the Union through Shri Desh Raj Bharti - President is duly maintainable under Section 2(k) of the ID Act.

21. Learned Representative for the management argued that some workers out of the list of 215 workers / Annexure 'B' have died or resigned or terminated from service, therefore, the claim is not maintainable. To support his argument, Learned Representative for the management referred cross-examination of AW1 / Desh Raj Bharti wherein he admitted as correct that the name of the employees who have now resigned from service is also mentioned in the list Annexure 'B', accompanied with the claim statement. AW1 further stated that he has seen Annexure 'B' out of which the employees mentioned at Sr. No.9, 141, 169, 192 and 198 have resigned but he does not know the date of their resignation. He does not know about the employees who have retired from service as the service record of the employees remains in the custody of office bearer of Chandigarh Club. AW1 admitted as correct that the name of the employee who have retired, resigned and terminated from service are mentioned in Annexure 'B'.

22. In the present case a collective dispute has been raised under Section 2(k) of the ID Act on behalf of the workmen concerned. AW1 Desh Raj Bharti in his cross-examination voluntarily stated that at the time of filing of the claim statement all the employees mentioned in Annexure 'B' were in service of Chandigarh Club. MW1 Major Singh when put to cross-examination stated that he cannot say without going through the record that in the year 2016, all the workers mentioned in the list / Annexure 'B' were alive and were in employment of the management as per their designation shown. Thus, there is no specific denial by MW1 to the plea of Union that in the year 2018, all the workers (mentioned in Annexure 'B') were alive as well as in service of the management- Chandigarh Club. Under the law the fact which is not specifically denied it deemed to be admitted. Moreover, even on superannuation, termination or death of any of the workmen during the pendency of the industrial dispute under Section 2(k) of the ID Act, the jurisdiction of the Labour Court exists till an award is passed on the basis of the reference without being affected by the fact that subsequent to the date of reference, some of the workmen either died, or terminated from such or resigned. Once the reference has been made under Section 2(k) of the ID Act, any subsequent development such as superannuation, termination or death of some of the workmen, is legally immaterial. Once of the dispute has been raised as

collective dispute under Section 2(k) of the ID Act, in the mid-stream, the same cannot be converted into individual dispute. In this case the rights of the workmen as a class are involved. The individual workman is at no stage a party to the industrial dispute independently of the Union.

23. As far as demands of the Union are concerned, the Union vide demand notice dated 16.06.2018 has raised the common demands of the employees, whose names, designation, date of employment and wages as on 20.05.2018 is given in Annexure 'B'. Besides, the Union alleged that Chandigarh Administration Labour Department has notified the minimum rate of wages of all the categories / classes of employees working in the Chandigarh Club and other scheduled employment. The above pleas are raised by the Union in para 3 and 4 of the claim statement. The management in its written reply, on merits, replied that the contents of para 3 & 4 of the claim statement are matter of record. Thus, there is no specific denial to the above pleas raised by the Union. The Union has raised the following demands in demand notice dated 16.06.2018 :-

- i. The minimum wages shall be the basic rate of wages.
- ii. Classification or categories of employee shall be as specified defined in Clause 20 of the Minimum Wages Act. Similar nature of work shall fall in a particular classification or category. In case of any difference of opinion about the category or classification of an employee, the decision of Authority appointed under Section 20(1) of the Minimum Wages Act, shall be final.
- iii. An employee who has worked for 5 years in a particular category / class of employees shall be paid wages of the immediately next higher category / class and for 10 years in the same category shall be paid wages immediate second next higher category / class and so on for each block of 5 years. No employee at a time will cross the wages of next higher category / class i.e. skill in one step, irrespective of the number of years of the service he might complete in existing skill, category / class. No employee shall be entitled to more than three steps increase in his total service life; even that employee might work continuously for more than 15 years in the same category / class. If there exist no higher category / class for an employee shall be given increase of ` 200/- in month in his wages on completion of each block of 5 years, subject to maximum of three in service life and one at a time.

24. It is undeniable fact that the said demands falls within the ambit of Gazette Notification dated 25.11.2010 issued by Chandigarh Administration. The contention raised by Learned Representative for the management that the Gazette Notification dated 25.11.2010 cannot be looked into being not exhibited into evidence by the Union, is devoid of merits because judicial notice can be taken of the notification issued in the official Gazette of Chandigarh Administration.

25. As far as demands No.i & ii above are concerned, MW1 in his cross-examination admitted as correct that minimum wages are meant for 9 categories of employees. It is undeniable fact that Assistant Labour Commissioner, U.T. Chandigarh had issued consumer price index number ST/(CPI)/2018-19 dated 09.05.2018 of Chandigarh Centre for the half year ending March, 2018, which incorporates the minimum rates of wages payable for monthly and daily rated employees for the period starting from 01.04.2018 to 30.09.2018 and it finds mention of 9 categories of employees working in Hotels, Restaurants, Tea Stall and Halwai and the categories of employees mentioned therein are as per notification dated 25.11.2010. As per notification dated 25.11.2010, Chandigarh Administration, Labour Department revised the minimum rate of wages in respect of the workers employed in the scheduled employment in the U.T. Chandigarh w.e.f. 01.06.2010 and the management-Club falls in the employment No.37. As per general clause No.1 the revised minimum wages shall be the Basic Rate of Wage. In view of the above, clause No.1, the demand No.1 raised by the Union is

genuine. As per general clause No.7 of notification dated 25.11.2010 Classification or categories of employees shall be as specified defined in Clause 20. Similar nature of work shall fall in a particular classification or category. In case of any difference of opinion about the category or classification of an employee, the decision of Authority appointed under Section 20(1) of the Minimum Wages Act, shall be final. In view of the above general clause No.7, the demand No.ii raised by the Union is genuine.

26. As far as demand No.iii above are concerned, as per general clause No.18 of notification dated 25.11.2010, an employee who has worked for five years in a particular category / class of employees shall be paid wages of the immediately next higher category / class and for working ten years in the same category shall be paid wages of the immediately second next higher category / class and so on for each block of 5 years. No employee at a time will cross the wages of next higher category/class i.e. skill in one step, irrespective of the number of years of the service he might complete in the existing skill, category / class. No employee will be entitled to more than three steps increase in his total service life; even that employee might work continuously for more than 15 years in the same category / class. If there exist no next higher category / class for an employee then that employee shall be given increase of ` 200/- in month in his wages on completion of each block of five years, subject to maximum of three in service life and one at a time. As per general clause 18 of notification dated 25.11.2010, the demand No.iii raised by the Union is genuine.

27. No evidence has come on record that the management of Chandigarh Club has implemented General Clause No.1, 7 and 18 of the notification dated 25.11.2010. Consequently, the Union is entitled for implementation of the demands No.i to iii, as raised in demand notice dated 16.06.2018 and consequential benefits thereof.

28. Accordingly, issue No.1 is decided in favour of workers' Union and against the management. Issue No.2 is decided against the management and in favour of the workers' union.

Relief :

29. In the view of foregoing finding on the issues above, this industrial dispute reference is allowed. The Union is held entitled for implementation of the demands No.i to iii, as raised in demand notice dated 16.06.2018 and consequential benefits thereof. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this Award till the date of actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No.PB0152.

Dated : 05.02.2025.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 3rd April 2025

No. 505043-HII(2)-2025/5296.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **22/2024** dated **13.02.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

BALWANT SINGH S/O SH.PIARA SINGH, EX-DRIVER NO. 51-A, CHANDIGARH
TRANSPORT UNDERTAKING R/O KUBHAKHERI, TEHSIL KHARA, DISTRICT MOHALI.
(WORKMAN)

AND

1. THE SECRETARY TRANSPORT, U.T. CHANDIGARH
2. THE DIVISIONAL MANAGER, CHANDIGARH TRANSPORT UNDERTAKING-CUM-DIRECTOR TRANSPORT, U.T. CHANDIGARH. (MANAGEMENT)

AWARD

1. Balwant Singh, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was duly selected and appointed as Driver in 1998 against vacant post but was given appointment on contract basis along with many other drivers. Hon'ble High Court of Punjab & Haryana recently held that the person appointed after due selection against vacant post shall be considered as regular appointment. In the year 1999, CTU tried to illegally terminate the services of all the Drivers who were appointed on contract basis against the vacant posts in 1998. All the Drivers approached the Hon'ble Central Administrative Tribunal (CAT) and the Hon'ble Tribunal stayed the termination of all the Drivers and it was further ordered that the Drivers appointed on contract basis should not be terminated till date their posts are not filled with regular appointment. Thereafter, workman had been working continuously till date of his illegal termination on 12.04.2023. During service, an illegal order of termination of the workman along with other Drivers was orally passed on 30.05.2007, which order was challenged by the workman in IDR No.125/2009 along with others. All the IDRs were allowed and the workman was ordered to be reinstated with 50% back wages and continuity of service vide Award dated 27.02.2013. Since then the workman had been working continuously till his illegal order of termination. Workman had been working continuously for about 24 years as Driver. The workman was never found wanting in the performance of his duties till his oral illegal order of termination dated 12.04.2023 on the basis of false complaint of police. The police officials in CTU buses were allowed free travel and in lieu of that police department was paying fixed amount to CTU. Since police department did not pay dues to CTU, therefore, it was orally ordered by CTU officials to issue tickets to police officials if they travel in buses of CTU. This action on the part of CTU annoyed the police officials and they started to challan the CTU buses on false allegations and more than 70 buses along with Drivers were challaned within a short span of time including that of workman on 12.04.2023. The punishing authority passed the punishment order of termination dated 12.04.2023 whereby services of the workman have been terminated without considering his past record and length of service. No opportunity of personal hearing was afforded to the workman nor any charge-sheet was served before passing oral punishment order dated 12.04.2023. The punishment passed by the Punishing Authority is a major punishment which could not have been passed without holding regular departmental inquiry. The order of punishment dated 12.04.2023 is illegal and in violation of Punjab Civil Services (Punishment & Appeal) Rules, 1970 as extended to U.T. Chandigarh, as well as against the law of natural justice. It is settled law that no major punishment order can be passed without issuing charge-sheet and without holding

regular departmental inquiry. The workman had completed more than 240 days in every calendar year, therefore, termination is in violation of Section 25-F of the ID Act. Before terminating the services of the workman, neither charge-sheet was issued nor departmental inquiry was conducted and the reply of the workman was not considered at all. Therefore, the order of termination is illegal. It has been held in a case of Avtar Singh, Driver No.30-A, CTU that termination of contractual Drivers without issuing charge-sheet and without holding regular inquiry is illegal and he was ordered to be reinstated by the Labour Court, Chandigarh. Workman is also similar situated as that of Avtar Singh, Driver No.30A. The workman has served the CTU for more than 22 years and he was never found wanting in the performance of his duty. Workman is a poor man and is only earning member in the family. If termination order is not set aside, the workman along with his entire family shall suffer irreparable loss and injury. The workman is unemployed after his termination. Prayer is made that claim statement may be allowed and the workman may be ordered to be reinstated with continuity of service along with full back wages and interest @ 12% p.a.

3. On notice, managements No.1 & 2 (CTU) contested the statement of claim by filing written statement dated Nil, filed on 29.08.2024 wherein it is admitted as matter of record that workman was selected and appointed as Driver after due selection in 1998 against the vacant post. It is further stated that workman had been appointed along with 13 others as Drivers in the office of the management for a period of 89 days on contractual basis along with other terms and conditions as laid down in the appointment letter No.1541/EAD/HOD/CTU/99 dated 15.12.1998. As per one of the conditions of the appointment order, their services were dispensed with vide order dated 29.05.2007 (not in the year 1999) being no longer required. Aggrieved on the said rejection, they assailed the same before the Labour Court by way of Industrial Dispute which was decided in their favour vide order dated 27.02.2013 with direction to reinstate them on the same post, on the same terms and conditions with continuity of service along with 50% back wages. After exhausting the channel of filing writ petitions and LPAs by the management, the Hon'ble High Court of Punjab & Haryana dismissed the writ(s) vide order dated 16.01.2015 and 23.02.2015. In compliance with the said orders, the management reinstated the ex-contractual Drivers and release their back wages @ 25% till the date of their joining vide Speaking Order dated 15.01.2016. It is further stated that workman was habitual offender and found guilty many times by doing rough driving and willfully absent from his duties. For which the workman was served show-cause notices and the Competent Authority had punished the workman by imposing penalty. Regarding termination of the workman, on 11.04.2023, the workman and Shri Sonu Malik, Conductor No.247 (outsourced) were on duty on a Bus No.CH-01-GA-7088, Route No.99, in General Shift. As informed by the Conductor to the Duty Section (Depot No.II) telephonically that the Driver of the said bus in a drunken condition is not able to drive the bus. The passengers were also complaining about his said act. By doing so, the Driver-workman had put the precious life of passengers in danger. Afterwards, the conductor called the police and after getting the medical examination of the Driver, Bus No.CH-01-GA-7088 was taken into custody by the police officials at Police Station, Sector 31, Chandigarh. It is apparent that the workman was habitual drunker as well as irresponsible official and found in a drunken condition most of the time while performing his duty as Driver. As a result, the workman had put precious life of passengers in danger, which straightway cause a high risk of major accident. On that complaint, the workman had been given an opportunity to appear before the Director Transport on 12.04.2023 to explain his position. Being not satisfied on one pretext or the other, the answering management left with no other option except to terminate the service of the workman. Accordingly, taking serious view on the act of the workman, the Competent Authority ordered orally on the hearing date to terminate the service of the workman with immediate effect. As per procedure, the then Dealing Assistant had to get the termination order signed from the Competent Authority and to convey the workman and concerned branches for taking necessary action. Nevertheless, the Dealing Assistant could not get the termination order signed even after completion of more than 1 year due to the reason best known to him. Therefore, it is wrong to say that no opportunity of personal hearing was offered to the workman. The management had rightly passed the termination order by considering the past record of the workman under the relevant Rules (Central Civil Services Rules, 2022) as explained above. The contents of Para 10 of the claim statement that the workman is unemployed after his illegal termination, are denied for want of knowledge. Prayer is made that the Industrial Dispute Reference may be dismissed.

4. Replication not filed. From the pleadings of the parties, following issues were framed vide order dated 09.09.2024 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In evidence, workman Balwant Singh - Ex-Driver No.51-A, CTU examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with copies of documents Exhibit 'W1' to Exhibit 'W5'.

Exhibit 'W1' is order dated 30.01.2002 passed in O.A. No.678/CH/99 passed by Central Administrative Tribunal.

Exhibit 'W2' is gazette notification dated 29.05.2023 of publication of Award dated 27.02.2013 jointly in IDR No.125/2009 titled between Balwant Singh & CTU and IDR No.116/2009 titled between Avtar Singh & CTU.

Exhibit 'W3' is award dated 24.04.2019 passed in IDR No.73/2013 between Avtar Singh & CTU.

Exhibit 'W4' is gazette notification dated 16.01.2024 of publication of Award dated 14.09.2023 in IDR No.42/2022 titled between Harnek Singh & CTU.

Exhibit 'W5' is order dated 25.01.2024 passed by Divisional Manager & Director Transport, CTU.

6. On 14.10.2024 Learned Representative for the workman closed evidence in affirmative.

7. On the other hand, management examined MW1 Baljeet Kaur -Senior Assistant O/o Chandigarh Transport Undertaking, U.T. Chandigarh who tendered her affidavit Exhibit 'MW1/A'.

8. On 31.01.2025, Learned Law Officer for management No.1 & 2 closed oral evidence and on 04.02.2025 closed documentary evidence.

9. I have heard the arguments of Learned Representative for the workman and Learned Law Officer for the managements and perused the judicial file. My issue-wise findings are as below :-

Issue No. 1 :

10. Onus to prove this issue is on the workman.

11. Under this issue workman Balwant Singh examined himself as his own witness as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W5'.

12. On the other hand, Learned Law Officer for managements referred testimony of MW1 Baljeet Kaur who vide her affidavit Exhibit 'MW1/A' deposed the entire contents of written statement which are not reproduced here to avoid repetition.

13. From the oral as well as documentary evidence led by the parties, it comes out that admittedly the workman was appointed on contractual basis by the management on 15.12.1998. AW1 when put to cross-examination admitted as correct that he was appointed as Driver on contract basis. There is no denial of the management to the fact that Hon'ble Central Administrative Tribunal vide its order dated 30.01.2002 / Exhibit 'W1' in O.A. No.678/CH/99, issued direction to the CTU, not to terminate the service of the Drivers appointed on contract basis till these posts are filled with regular appointments. Further there is no denial to the fact that initially the services of the workman had been dispensed w.e.f. 29.05.2007. Being aggrieved, the workman raised industrial dispute bearing IDR No.125/2009, which was decided in his favour by the Labour Court, U.T, Chandigarh vide Award dated 27.02.2013, whereby the workman was reinstated with continuity of service

along with 50% back wages. It is further admitted fact of the parties that workman remained in continuous employment of the management / CTU from the initial date of appointment dated 15.12.1998 till 12.04.2023 when his services were terminated. There is no dispute with regard to the fact that workman has completed 240 days of continuous service in 12 calendar months preceding termination.

14. Learned Representative for the workman argued that services of the workman are terminated without issuing any charge-sheet, without opportunity of personal hearing and without holding regular inquiry. Thus, termination of services of the workman is in violation of Section 25-F of the ID Act and Punjab Civil Services (Punishment & Appeals) Rules 1970 as extended to U.T. Chandigarh. Learned Representative for the workman further argued that services of the workman were terminated out of the grudge of the police department. In-fact the police officials in CTU buses were allowed free travel and in lieu of that police department was paying fixed amount to CTU. Since police department did not pay dues to CTU, therefore, it was orally ordered by CTU officials to issue tickets to police officials if they travel in buses of CTU. This action on the part of CTU annoyed the police officials and they started to challan the CTU buses on false allegations and more than 70 buses along with Drivers were challaned within a short span of time including that of workman on 12.04.2023.

15. On the other hand, Learned Law Officer for the management argued that workman has put-forth a concocted story. In fact, on dated 11.04.2023, the workman and Shri Sonu Malik, Conductor No.247 (outsourced) were on duty on a Bus No.CH-01-GA-7088, Route No.99, in General Shift. As informed by the Conductor to the Deputy Section (Depot No.II) telephonically that the Driver of the said bus in a drunken condition is not able to drive the bus. The passengers were also complaining about his said act. By doing so, the Driver-workman had put the precious life of passengers in danger. Afterwards, the conductor called the police and after getting the medical examination of the Driver, Bus No.CH-01-GA-7088 was taken into custody by the police officials at Police Station, Sector 31, Chandigarh.

16. The workman in cross-examination of MW1 by way of suggestions controverted the management's plea that workman was habitual offender and that the police challaned the bus driven by the workman and also controverted the fact that the workman was under the influence of liquor while driving the bus bearing Registration No.CH-01-GA-7088. In this regard, MW1 in his cross-examination denied the suggestion as wrong that workman was not habitual offender, as stated in the affidavit / Exhibit MW-1/A. MW1 denied the suggestion as wrong that police had wrongly challaned the bus driven by the workman. MW1 denied the suggestion as wrong that workman was not under the influence of liquor while driving the bus bearing Registration No.CH-01-GA-7088. From the evidence on record, it is made out that it is undeniable fact that on 11.04.2023 workman Balwant Singh was the Driver and Sonu Malik was Conductor (No.247) on Bus No.CH-01-GA-7088 of Route No.79. The plea of the management is that on telephonic information from Conductor to Duty Section (Depot No. II) that Driver of Bus No.CH-01-GA-7088 is in a drunken condition and not able to drive the bus and that the passengers were also complaining about the same. The aforesaid plea would suggest that there was an oral complaint against the workman Balwant Singh that he is driving the above said bus in a drunken condition. Therefore, the version of MW1 in her cross-examination that there is no written complaint against the workman, is of no help to the workman because it is not the case of the management that any written complaint was received against the Driver Balwant Singh. Admittedly, before terminating the services of the workman vide verbal order dated 12.04.2023, the management did not issue any charge-sheet or show-cause notice to the workman. In this regard, MW1 in her cross-examination admitted as correct that neither charge-sheet nor show-cause notice was issued to the workman nor any written order of termination was passed. As per the law settled by the Hon'ble Supreme Court of India reported in **2021 AIR (SC) 923** titled as **State of Uttarakhand and Others Versus Smt. Sureshwati**, referred by Learned Law Officer for the management, where employer failed to make inquiry before dismissal or discharge of workman, it is open for the employer to justify action before Labour Court by leading evidence before it. The ratio of the above ruling is applicable to the facts of the present case to an extent because in the present case the workman in his cross-examination admitted the

management's plea that on 12.04.2023 while driving bus No.CH-01-GA-7088 was found under the influence of liquor on his medical examination and he was given personal hearing before termination of his services. In this regard, AW1 denied for want of knowledge if passengers travelling in the bus complained that he was driving the bus in a drunken condition. As per settled law, the denial being not specific shall be deemed to be admitted. Accordingly, it is admitted fact of the workman that passengers travelling in the bus complained against him that he was driving the bus in a drunken condition. In written reply the management has pleaded that on 11.04.2023 the Conductor called the police and got the medical examination of the workman-Driver of Bus Registration No.CH-01-GA-7088 and the bus was taken into police custody by Police Station, Sector 31, Chandigarh. Learned Law Officer for the management in cross-examination of workman / AW1 had put the incorrect date 12.04.2023 instead of correct dated 11.04.2023 of the above incident, although the incident was admitted as correct by the workman / AW1. Therefore, it appears that the date of incident 12.04.2023 instead of 11.04.2023 is put to the witness due to clerical error which is a minor discrepancy. Workman / AW1 in his cross-examination admitted as correct that on 12.04.2023 he was on duty as Driver on CTU bus bearing Registration No.CH-01-GA-7088 of route No.79 in general shift. AW1 admitted as correct that on said date the aforesaid bus was impounded by police of Police Station, Sector 31, Chandigarh. AW1 admitted as correct that on 12.04.2023, the police got conducted his medical examination from GMCH, Sector 32, Chandigarh. AW1 admitted as correct that as per Medical Examination Report, he was found under the influence of liquor. AW1 admitted as correct that on driving a bus in a drunken condition, the life of passengers travelling in the bus and general public travelling on the road may be in danger. The admission itself being proof, no other proof is necessary. In view of the aforesaid admission of AW1, nothing more is required to reach the conclusion that the workman was found driving bus No.CH-01-GA-7088 under the influence of liquor. AW1 in his cross-examination further admitted as correct that he was called by the Director Transport for personal hearing. The aforesaid admission of AW1 would prove that before terminating services of the workman, he was given personal hearing by the Director Transport, U.T. Chandigarh. Thus, there was some sort of inquiry before terminating the services of the workman apart from providing an opportunity of being heard. Since workman was a contractual employee, thus, the Punjab Civil Services (P&A) Rules, 1970 extended to U.T. Chandigarh are not applicable to the workman.

17. Besides, drunken driving has become a menace in our society. Everyday drunken driving results in accidents and several human-lives are lost, pedestrian in many of our cities are not safe.

18. In view of the reasons recorded above, the termination of the services of the workman w.e.f. 12.04.2023 is legal and valid.

19. Accordingly, this issue is decided against the workman and in favour of the management.

Relief :

20. In the view of foregoing finding on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Dated : 13.02.2025.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 3rd April 2025

No. 505047-HII(2)-2025/5298.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **40/2020** dated **06.02.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SHRI KRISHAN @ SHRI KISHAN S/O SH. LOCHAN, R/O AICCTU, CHANDIGARH, 1414/1, SECTOR 30-B, CHANDIGARH. (WORKMAN)

AND

1. UNITED FASTNERS (DIRECTOR / OWNER / PARTNERS / PROPRIETORS), PLOT NO. 344, INDUSTRIAL AREA, PHASE - 1 CHANDIGARH.
2. A.K. STEEL (DIRECTOR / OWNER / PARTNERS / PROPRIETORS), PLOT NO. 344, INDUSTRIAL AREA, PHASE -1, CHANDIGARH. (MANAGEMENT)

AWARD

1. Shri Krishan @ Shri Kishan, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that that workman joined United Fasteners i.e. management No.1 in January, 2000 as Adaman (threading in nuts). United Fasteners changed its name to A.K. Steel - Management No.2. The managements are manufacturers of all kind of nuts. The workman is a 'workman' as defined under Section 2(s) of the ID Act. The daily timings of workman were from 8:30 A.M. to 8:00 P.M. with weekly off. The work of the workman was controlled, supervised and assessed by the management. The personal file, record of leaves etc. of the workman was maintained by the managements. The workman was paid ` 14,000/- as gross salary in cash after deduction of ESI. The other labour welfare Schemes were not made applicable to the workman. The workman had not been given salary for the month of September, 2018 and 11 days of November, 2018 and bonus for the financial year 2016-2017 and has not been paid for national holidays and leave encashment etc. The work & conduct of the workman were unblemished and satisfactory. Neither any charge-sheet was served nor any enquiry was conducted for any misconduct against the workman, during the entire tenure of his services. On 11.11.2018 managements / owners of management No.1 & 2 told the workman not to come on duty from the next days and also to resign from services, otherwise his services will be terminated. The work on which the workman was deputed is a regular work and still going on. The work of the industry / establishment done by the workman is a major part of the production. Without threading of nuts, production could not be completed. While terminating the services of the workman, the managements violated the various provisions of ID Act. Neither prior notice was issued nor notice period in lieu of notice period was paid to the workman. The workman has completed 240 days in 12 calendar months preceding his termination. Workman raised demand notice, to which management No.2 filed reply dated 17.12.2019 in conciliation proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh. The conciliation proceedings failed vide failure report bearing Memo No.920 dated 26.02.2020 and workman was advised to refer Section 2A of the ID Act and accordingly this claim. Prayer is

made that workman may be reinstated with continuity of service along with full back wages and consequential benefits.

3. Management No.1 contested the claim statement by filing written statement dated 01.10.2021, wherein preliminary objections are raised on the ground that present claim statement is not maintainable and without jurisdiction. The matter does not fall under section 2A of the ID Act. At no point of time the workman ever worked with the answering management No.1. Thus, question of termination of services of the workman does not arise. The management No.1 is registered under the Industries Department, Chandigarh Administration vide registration No.SSI::53/53/02100/PMT dated 01.01.1981 under the name & style of M/s United Fasteners. The management No.1 is proprietorship concern and the same was owned & managed by Smt. Neeru Satia.

4. Further as merits, it is stated that the workman at no point of time worked with the management No.1. It is denied that the management No.1 changed its name from M/s United Fasteners to M/s A.K. Steel Industries. The management No.1 in no manner is associated with the management No.2 i.e. M/s A.K. Steel Industries. Management No.1 is registered under the Industries Department, Chandigarh Administration since 1981 and still continuing under the name & style of M/s United Fasteners. It is admitted that answering management is manufacturer of all kinds of nuts. The averments of claim that work & conduct of the workman while in service was unblemished & satisfactory and that neither any charge-sheet is served nor any inquiry was conducted against the workman, during his entire tenure of service, is a matter of record. It is denied for want of knowledge that work of the industry / establishment done by the workman is a major part of the production and without threading of nuts, the production could not be completed. It is denied for want of knowledge that the workman completed the service of 240 days in 12 calendar months preceding termination. It is denied for want of knowledge that workman raised demand notice and conciliation proceedings before Assistant Labour Commissioner-cum-Conciliation Officer, U.T, Chandigarh failed. Rest of the averments of claim statement are denied as wrong and prayer is made that claim statement may be dismissed.

5. Management No. 2 contested the claim statement by filing written statement dated 01.10.2021 wherein preliminary objections are raised on the ground that statement of claim is not maintainable and without jurisdiction. The present matter does not fall within the ambit of Section 2A of the ID Act. Workman himself left the services of the management No.2 after taking all his dues for better future prospectus. The services of the workman were never terminated. The management No. 2 is registered under Industries Department, Chandigarh Administration vide registration No.PMT/SSI/02208 dated 02.12.1981 under the name & style of M/s A.K. Steel Industries. The management No.2 is proprietorship concern and same was owned & managed by Sh. Ashwani Kumar. The workman joined M/s A.K. Steel Industries in the month of June, 2010 as Helper (un-skilled worker). The workman worked with the management No.2 upto November, 2018. Thereafter, the workman left the services of the answering management and joined another factory in Chandigarh. As per records the answering management No.2 had paid the full & final payments to the workman. The workman had also received wages upto November, 2018. The pay-in-slips of the workman for the period September, October and November, 2018 are annexed with the written statement.

6. Further on merits, it is specifically denied that the management No.2 changed its name from M/s United Fasteners to M/s A.K. Steel Industries. The management No.2 in no manner is associated with the management No.1. The management No.2 is registered under the Industries Department, Chandigarh Administration since 1981 and still continuing under the name & style of M/s A.K. Steel Industries. The workman joined the services of the answering management in the month of January, 2010 as Helper (unskilled worker). However, the workman left the services of the answering management because he is getting offer from some other factory to join as Adaman or some higher post. The last drawn salary of the workman was ` 9,800/- in the month of November, 2018. It is specifically denied that no labour welfare schemes were given / provided to the workman. The averments of claim that work & conduct of the workman while in service was unblemished & satisfactory and that neither any charge-sheet is served nor any enquiry was conducted

against the workman, during his entire tenure of service, is a matter of record. It is denied for want of knowledge that work of the industry / establishment done by the workman is a major part of the production and without threading of nuts, the production could not be completed. It is denied for want of knowledge that the workman completed the service of 240 days in 12 calendar months preceding termination. It is denied for want of knowledge that workman raised demand notice and conciliation proceedings before Assistant Labour Commissioner-cum-Conciliation Officer, U.T, Chandigarh failed. Further, similar stand is taken as taken in the preliminary objections. Rest of the averments of claim statement are denied as incorrect and prayer is made that the claim statement may be dismissed.

7. Workman filed separate rejoinder to the written statement of Management No.1 and Management No.2, wherein the contents of written statements except admitted facts are denied as wrong and averments of claim statement are reiterated.

8. From the pleadings of parties following issues were framed vide order dated 18.07.2022 :-

1. Whether the services of the workman are terminated illegally ? OPW
2. If issue No.1 is proved in affirmative, whether workman is entitled to reinstatement with continuity of service along with all the benefits, as prayed for ? OPW
3. Whether the claim of the workman is not maintainable ? OPM
4. Whether the claim of the workman is barred by jurisdiction under Section 2A of the Industrial Disputes Act ? OPM
5. Relief.

9. In evidence, workman Shri Krishan @ Kishan examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents Exhibit 'W1' to Exhibit 'W4'.

Exhibit 'W1' is copy of demand notice dated 21.08.2019 raised before the management through RC with copy to Assistant Labour Commissioner, Chandigarh.

Exhibit 'W2' & Exhibit 'W3' are original postal receipts both dated 21.08.2019.

Exhibit 'W4' is failure report bearing Memo No.920 dated 26.02.2020 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh.

10. On 20.09.2024, Learned Representative for the workman closed evidence in affirmative.

11. On the other hand, management No.2 examined MW1 Ashwani Kumar Setia - Proprietor of M/s A.K. Steel Industries, management No.2, who tendered his affidavit Exhibit 'MW1/A' along with documents Exhibit 'R2/1' & Exhibit 'R2/2'.

Exhibit 'R2/1' is copy of registration certificate of M/s A.K. Steel Industries, issued by Director of Industries, Chandigarh Administration.

Exhibit 'R2/2' is copy of attendance register of the period from 2000-01 to 2018-19 except for the period 2002-03, 2008 to 2010.

12. Management No.1 examined MW2 Neeru Setia - Proprietor of M/s United Fasteners, who tendered her affidavit Exhibit 'MW2/A'.

13. On 09.12.2024, Neeru Setia - Proprietor for management No.1 closed evidence of management No.1 and Learned Representative for management No.2 closed oral evidence. On 17.12.2024 Learned Representative for the management No.2 tendered documents Exhibit 'M2/1' to Exhibit 'M2/3'.

Exhibit 'M2/1' is copy of registration certificate of M/s United Fasteners bearing No.CH/I.A.PHASE-I(ID-3/2019-20/99 under Punjab Shops and Commercial Establishments Act.

Exhibit 'M2/2' is copy of letter dated 18.03.2020 from United Fasteners to the Labour Inspector, Phase - I, U.T. Chandigarh regarding surrendering of Registration No.CH01A, PHASE-I(ID-3)2019-20/88.

Exhibit 'M2/3' is copy of registration certificate of M/s A. K. Steel Industries bearing No.CH/I.A.PHASE-I(ID-3/2019-20/88 under Punjab Shops and Commercial Establishments Act.

14. On 06.02.2025 Learned Representative for management No.2 closed documentary evidence.

15. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-.

Issues No. 1 & 2 :

16. Both these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

17. Onus to prove both these issues is on the workman.

18. Under these issues, workman Shri Krishan @ Kishan examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with documents Exhibit 'W1' to Exhibit 'W4'.

19. On the other hand, Learned Representative for the management No.1 referred the testimony of MW2 Neeru Setia, who vide her affidavit Exhibit 'MW2/A', deposed the entire contents of written statement of management No.1 which are not reproduced here to avoid repetition.

20. Learned Representative for the management No.2 referred the testimony of MW1 Ashwani Kumar Setia - Proprietor of M/s A.K. Steel Industries, who vide his affidavit Exhibit 'MW1/A' deposed the entire contents of written statement of management No.2 which are not reproduced here to avoid repetition. MW1 supported his oral version with documents Exhibit 'R2/1' to Exhibit 'R2/2'.

21. From the oral as well as documentary evidence led by the parties, it comes out that workman has alleged that he was initially appointed by United Fasteners - Management No.1 in January, 2000 as Adaman for threading of nuts and management No.1 changed its name to A.K. Steel Industries, management No.2. In the entire statement of claim the workman did not mention as to when the management No.1 changed its name from United Fasteners to A.K. Steel Industries. On the other hand, Learned Representative for the management No.1 argued that the workman was never appointed by the United Fasteners -management No.1. Learned Representative for the management No.2 has alleged that workman joined A.K. Steel Industries - management No.2 as Helper-unskilled worker in January, 2010 and worked upto November, 2018. Both the management No.1 & 2 denied that there is any association between management No.1 &2.

22. To my opinion the workman's plea that in January, 2000, he was appointed by management No.1 does not stand proved, as the workman had not place on record any kind of documents showing his employment in management No.1, workman has not placed any document showing that United Fasteners changed his name to M/s A.K. Steel Industries. Workman / AW1 when put to cross-examination by management

No.1 stated that he has not placed on record any document showing that the management has changed its name. The version of AW1 that from his ESI account, he come to know that management has changed its name from United Fasteners to A.K. Steel Industries, find no corroboration. No such record of ESI Account is proved into evidence showing the change of employer's name from United Fasteners to A.K. Steel Industries. The workman has even failed to show that there is any kind of association between the United Fasteners, management No.1 and A.K. Steel Industries, management No. 2. From Exhibit 'M2/2' it is proved that registration certificate of M/s United Fasteners - management No.1 is registered under the Shops and Commercial Establishments Act bearing registration No.CH/I.APhase-I,(ID-3)/2019-20/99.From the Exhibit 'M2/3' it is proved that the M/s A.K. Industries, management No.2 is registered under Punjab Shops and Commercial Establishments Act, bearing Registration No.CH/I.A.PHASE-I(ID-3)/2019-20/88). Thus, both the management No.1 and management No.2 are separate entities, which are registered separately. The contention raised by Learned Representative for the workman that the Proprietor of both the managements are relative and both the companies are adjacent to each other, does not mean that both are same identity. It would not mean that all are one. As per Exhibit 'M2/1', M/s United Fasteners - management No.1 owned by Ms. Neeru Setia and business of the firm commenced on 10.02.1981 and the firm is registered till 31.03.2021. As per Exhibit 'M2/3', M/s A.K. Steel Industries - management No.2 is owned by Sh. Ashwani Kumar and business of the firm commenced on 02.12.1981 and the firm is registered till 31.03.2021. MW1 when put to cross examination by workman admitted as correct that location of M/s A.K. Steel Industries i.e. management No.2 is adjacent to M/s United Fasteners, management No.1. The aforesaid suggestion put by workman to MW1 would suggest that management No.1 & 2 are two separate firm situated adjacent to each other. Furthermore, it is own suggestion of workman that workman is employed with management No. 2 w.e.f. January, 2010. In this regard, MW1 when put to cross-examination by workman admitted as correct that workman is employed in management No.2 w.e.f. January, 2010.

23. From the discussion made above it is proved on record that workman never remained in the employment of M/s United Fasteners - management No.1 and the workman is proved to be in continuous employment of M/s A.K. Steel Industries - management No.2 w.e.f. January, 2010 upto November, 2018. The contention raised by Learned Representative for the workman that the workman has not been paid salary of the month of September, 2018 and 11 days of November, 2018 does not stand proved, the attendance / wage record Exhibit 'R2/2' proved by the management No.2 would prove that workman has received his wages of September, 2018 and November, 2018 against proper receipt by putting his signatures on the revenue stamp. Workman did not dispute his signatures on the wage register but by way of suggestion to MW1 has taken the plea that his signatures are adjusted from previous record of year 2008-2009. In this regard, MW1 when put to cross examination by workman denied suggestion as wrong that workman was not paid monthly wages of October and November, 2018 and the same are shown to have been paid by making adjustment of his signatures from the previous record of year 2008-09. The aforesaid suggestion put by the workman would suggest that workman has admitted his signatures on the wage register of October and November, 2018. The workman has not disputed the receipt of wages of September, 2018 in cross-examination of MW1. Moreover, when the workman joined the service with the management No.2 in January, 2010, then there is no question of adjustment of signatures of the workman from the previous record of year 2008-09. In the year 2008-09 the workman was not in the service of management No.2.

24. As far as question of termination of service of the workman is concerned, admittedly, the workman remained in the continuous employment of management No.2 w.e.f. January, 2010 to November, 2018. Thus, workman is proved to have completed continuous service of 240 days in 12 calendar months preceding termination of his services in November, 2018. Thus, workman fulfils the requirements of Section 25B of the ID Act. The contention raised by the Learned Representative for the management No.2 that workman left the service after receiving full & final dues, is devoid of merits as no alleged full & final payment receipt is either produced into evidence or put to workman / AW1 in his cross-examination by management No.2. Since, the workman fulfils the requirements of Section 25B of the ID Act, thus provision of Section 25F of the ID Act is attracted, which

lays down certain conditions, precedent to be followed by the employer before retrenchment of the services of the workman. For better appreciation the provision of Section 25F of the ID Act is reproduced as below :-

"25F. Conditions precedent to retrenchment of workmen. - No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

25. In the present case, the workman in para 8 of his claim statement pleaded that work & conduct of the workman while in service was unblemished and satisfactory. Neither any charge sheet was served to him nor any enquiry was conducted against him for any misconduct during whole tenure of his work while he was in service. The management No.2 employer of workman in written statement admitted the content of Para 8 as matter of record. Thus, there is no denial to the workman's plea that he was neither charge sheeted nor any enquiry was conducted against him during tenure of his service. MW1 when put to cross-examination stated that he has not issued any written letter to the workman alleging that he absented from the job. Besides, it is neither pleaded nor proved that before terminating the services of the workman, management No.2 either given prior notice or paid notice pay in lieu of notice period and paid retrenchment compensation. The contention raised by the Learned Representative of management No.2 that after November, 2018 the workman himself left the services and joined another factory in Chandigarh, is devoid of merits, as there is no evidence to prove or to substantiate the above plea of management No.2. In case, if the workman did not report for duty after November, 2018, then at the most it amounts to misconduct, for which the management should either initiate disciplinary proceedings against him or issue notice of absenteeism requiring him to resign the duties. But no such action is taken by the management No.2.

26. The plea taken by the workman in para 6 of claim statement that he was paid ` 14,000/- as gross salary in cash after deduction of ESI is admitted as matter of record by the management No.2 in written reply.

27. In view of the above discussion it is proved that management No.2 / employer terminated the services of the workman without following the mandate of Section 25F of the ID Act. Consequently, termination of services of the workman is illegal. Keeping in view the length of the service of the workman with management No.2 from January 2010 to November 2016 his last paid salary ` 14,000/- per month, workman is held entitled to lump sum compensation of ` 65,000/-.

28. Accordingly, issue No.1 & 2 are decided in favour of the workman and against the management No.2.

Issue No. 3 :

29. Onus to prove this issue is on management.

30. The workman admittedly remained in employment of Management No.2 from January, 2010 to November, 2018. As proved from the discussion of issues No.1 & 2 above, the service of the workman illegally terminated by the management No.2, thus workman was left with no other option then to raise demand notice under Section 2A of the ID Act against management No.2. On failure of conciliation proceedings before Assistant Labour Commissioner-cum-Conciliation Officer, U.T, Chandigarh, the workman has filed the present claim statement with valid cause of action and locus standi qua management No.2. Thus, claim statement is duly maintainable qua management No.2.

31. As far as management No.1 is concerned, there is relationship of employer-employee between management No.1 and workman. Thus, claim statement qua management No.1 is not maintainable.

32. Accordingly, this is decided against management No.2 and in favour of the workman.

Issue No. 4 :

33. Onus to prove this issue is on the managements.

34. The workman remained in employment of management No.2, at the location Plot No.344, Industrial Area, Phase - I, Chandigarh. On being aggrieved from illegal termination of his services and after failure of conciliation proceedings the workman has remedy under Section 2A(2) of the ID Act. Thus, this Court is well within the jurisdiction to try & decide the present claim statement.

35. Accordingly, this issue is decided against the management No.2 and in favour of the workman.

Relief :

36. In the view of foregoing finding on the issues above, the present industrial dispute is allowed qua management No.2 to the effect that workman is held entitled to lump sum compensation of ` 65,000/-. The management No.2 is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the abovesaid amount from the date of this Award till the date of actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

Dated : 06.02.2025.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Inderjeet Kaur *Alias* Inderjit Kaur Shergill W/o Parminder Singh Shergill R/o H. No. 124, Sector 35-A, Chandigarh, changed my name Inderjeet Kaur Shergill.

[538-1]

I, Gautam Kumar S/o Shankar R/o # 296, Mauli Jagran, Chandigarh, have changed my name to Gautam.

[539-1]

I, Sunita W/o Anil Kumar R/o # 4766/3, Sector 38-Wset, Chandigarh, have changed my name from Sunita to Sunita Devi.

[540-1]

I, Mithlesh Kumar S/o Narayan Sharma R/o # 15/1, Palsora, Sector 55, Chandigarh, declare that I have changed my name from Mithlesh Kumar to Mithlesh Sharma.

[541-1]

I, Rajesh Kumar Popli Son of Sh. Ramji Dass Popli Resident of # 511, Sector 45-A, Chandigarh, have changed my minor daughter's name from Ritika to Ritika Popli.

[542-1]

I, P. Harshvardhan S/o Manohar Lal Shastri R/o Arya Samaj Mandir Sector 18-C, Chandigarh, have changed my name to Pandit Harshvardhan.

[543-1]

I, Komal W/o Sh. Kuldeep Kumar R/o H. No. 309, Village Kaimbwala UT, Chandigarh. My name has been changed from Komal to Kawaljeet.

[544-1]

I, Surendr Kumar Mahawar S/o Ghanshyam Dass R/o H. No. 150, Near Dispensary Behlana, Chandigarh-160003, have changed my name to Surinder Kumar.

[545-1]

I, Pooja W/o Amit Kumar R/o # 6744-A, Sector 56, Chandigarh, declare that I have changed my name from Pooja to Pooja Devi.

[546-1]

I, Poonam W/o Sh. Shiv Kumar Jaiswal R/o # 4169, Ambedkar Awas Yojna, Palsora, Chandigarh. I have changed my name from Poonam to Poonam Jaiswal.

[547-1]

I, Shiv Kumar S/o Shankar Lal R/o # 4169, Ambedkar Awas Yojna, Palsora, Chandigarh. I have changed my name from Shiv Kumar to Shiv Kumar Jaiswal.

[548-1]

I, Omgiri Goswami S/o Baru Giri R/o House No. T-72, Railway Colony, Type-4, Chandigarh, have changed my name from Omgiri Goswami to Om Giri.

[549-1]

I, Parvati D/o Rayar R/o # 6247, Maloya Colony, Maloya Post Office, Maloya Colony, Chandigarh. In my pancard my father's name is wrongly mentioned as Rayar whereas correct name of my father is Govindan.

[550-1]

I, Pooja Kishore Deshmukh D/o Sh. Kishore Deshmukh W/o Sh. Ayoosh Mahajan R/o House No. 3305, Sector 15-D, Chandigarh-160015. I have changed my name from Pooja Kishore Deshmukh to Pooja Mahajan after marriage.

[551-1]

